

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: <u>Jennifer Steiger</u>	Department/Division: <u>Health/Prevention</u>
Date Prepared: <u>8/3/11</u>	Telephone: <u>520-432-9402</u>
Grantor: <u>Child & Family Resources, Inc.</u>	Grant Title: <u>First Things First - Bright Futures Collaboration</u>
Grant Term From: <u>7/1/11</u>	To: <u>6/30/12</u>
Fund No/Dept. No: <u>250-5000-5800</u>	Note: Fund No. will be assigned by the Finance Department if new.
New Grant <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Amendment No. <u>n/a</u> Increase \$ <u>n/a</u> Decrease \$ <u>n/a</u>

Briefly describe purpose of grant:

To provide specialized home visitation services for high risk families, and community evaluation of the most effective programs for families.

If amendment, provide reason:

This is an annual renewal, no changes are being made.

If this is a mandated service, cite source. If not mandated, cite indications of local customer support for this service:

This is not a mandated service.

Funding Sources	Federal Funds 332.100	State Funds 336.100	County Funds 391.000	Other	Total
Current Fiscal Year				\$31,834.00	\$31,834.00
Remaining Years					
Total Revenue				\$31,834.00	\$31,834.00

Is County match required? ☐ Yes ☒ No If yes, dollar amount \$ _____

Has this amount been budgeted? ☒ Yes ☐ No Identify Funding Source: Child & Family Resources, Inc.

Federal Catalog of Federal Domestic Assistance (CFDA) No: _____

Method of collecting grant funds: Lump sum payment ☐ Quarterly payments ☐ Draw ☐ Reimbursement ☒

Is revertment of unexpended funds required at end of grant period? ☐ Yes ☐ No

a) Total A-87 cost allocation \$9,416

b) Amount of overhead allowed by grant \$964 County subsidy (a-b) \$8,452

Does Grantor accept indirect costs as an allowable expenditure? ☒ Yes ☐ No

If yes, dollar amount \$ _____ OR percentage allowed 5 %

Number of new positions that will be funded from grant: 0 Number of existing positions funded from grant: 4+/-

Executive Summary Form

Agenda Number: ----- (Subcontract Agreement with Child & Family Resources)

Recommendation:

Approval of Subcontract Agreement between Child & Family Resources (CFR) and the Cochise County Health Department whereby the Health Department may receive up to \$31,834 in payment for providing home visitation services for the period July 1, 2011 to June 30, 2012.

Background (Brief):

Cochise County Health Department and Child and Family Resources developed a collaborative effort under First Things First funding during FY 09/10. During that time we developed a decision tree to determine which program could benefit our clients most effectively, as both agencies deliver home visitation services of differing intensity.

This relationship will continue, with CFR being the primary contractor with FTF, and with the Health Department being a sub-contractor to CFR to provide home visitation services they refer to us. The sub-contract scope of work has the Health Department providing information and preventive services on the following specialty topics:

Abuse/Domestic violence	Alcohol/FASD
Breastfeeding	Changes after pregnancy
Child Hazards	Contraception/Family Planning
Dental Health	Environmental
Exercise/physical	Gestational Diabetes
Healthy weight	Maternal diet
Mother/Baby Activity	Never shake a baby
Prenatal classes	Stress reduction
Tobacco/drug use	Other _____

Fiscal Impact & Funding Sources:

This is a grant-funded, fee-for-services contract. Cochise County is contracted to provide up to 200 one-hour visits set at \$157.17 per visit, for a maximum billable amount of \$31,834.00.

These payments will be used to offset the staff, travel, and materials costs.

Net county subsidy is calculated as follows:

A-87 OH at 48.83% (of current estimate of salaries/EREs of \$19,284 based on 200 visits at all-in pers. cost of \$96.42/visit)	\$9,416
Authorized overhead (5% of \$19,284)	<u>964</u>
Net county subsidy	<u>\$8,452</u>

Executive Summary Form

Next Steps/Action Items/Follow-up:

Your approvals are respectfully requested.

Impact of Not Approving:

Not approving this amendment will terminate a productive and developing collaborative effort with a sister agency in Cochise County. Also, continuity of care by our staff of approximately 100 clients will be stalled.



SUBCONTRACT AGREEMENT

This Subcontract Agreement is entered into this 1st day of July 2011, and terminates on the 30th day of June, 2012, between Child & Family Resources, Inc. and Cochise County Health Department (hereinafter referred to as "Contractor") whose Federal Tax Identification Number (FEIN) is 86-6000398.

Child & Family Resources, Inc. and Contractor mutually desire Contractor to perform services for a project entitled First Things First Bright Futures. Child & Family Resources, Inc. and Contractor, therefore, agree as follows:

1. Scope of Work

Contractor will provide the following services (include target population, objectives, and outcomes, as appropriate):

The contractor will provide up to 200 one-hour home visits. These single, one-hour visits will consist of specialty content that will enhance the service delivery of each family being seen in the Bright Futures Collaboration. The specific topics can include but will not be limited to:

Abuse/Domestic violence	Alcohol/FASD
Breastfeeding	Changes after pregnancy
Child Hazards	Contraception/Family Planning
Dental Health	Environmental
Exercise/physical	Gestational Diabetes
Healthy weight	Maternal diet
Mother/Baby Activity	Never shake a baby
Prenatal classes	Stress reduction
Tobacco/drug use	Other _____

The contractor will also attend 5 in county collaboration meetings to coordinate service delivery across the Bright Futures Project.

2. Program Director

The Program Director for the above referenced project is Pam Patt (hereinafter referred to as "Director"). The Director will be responsible for assuring that the Contractor's performance under this Agreement complies with the service standards and performance requirements with which Child & Family Resources, Inc. must comply as related to the scope of work described above. The scope of work will be monitored, at minimum, on a quarterly basis.

3. Billing and Payment

Child & Family Resources, Inc. will pay Contractor the fixed fee amount of \$159.17 per hour for the services described above, not to exceed the amount of \$31,834.00 for the program year 2011-2012. A monthly invoice for hours/services provided, with justifying documentation, must be delivered to Child & Family Resources, Inc, no later than the 10th day of the month following the provision of services. Child & Family Resources, Inc will reimburse (subcontractor) on a cost reimbursement basis as determined by First Things First policy. Invoices for services must be submitted to the Program Director, or directly to the Finance Department, after all invoiced services are provided, and no later than the 10th of the month following the month of service. Child and Family Resources agrees to pay Contractor within 30 days of the invoice date. Invoices must indicate the Contractor's name and address, services rendered, dates of services and Contractor's SSN or FEIN. Any request for reimbursement received more than 90 days after the provision of services may be denied.

4. Facilities and Supplies

Any supplies, space or equipment desired by the Contractor in connection with the provision of services described above shall be supplied by the Contractor at the Contractor's expense, unless otherwise stated in this Agreement.

5. Insurance and Liability

Child & Family Resources, Inc. shall maintain general liability insurance. Any professional liability insurance required or desired by the Contractor shall be provided by the Contractor at Contractor's expense.

The Contractor agrees to indemnify and hold harmless Child & Family Resources, Inc. and its employees, volunteers, independent Contractors and appointed or elected boards from all losses, claims, suits, demands, expenses, fees and/or actions of any kind arising out of the action or inaction of the Contractor.

Child & Family Resources, Inc. agrees to indemnify and hold harmless Cochise County Health Department and its employees, volunteers, independent Contractors and appointed or elected boards from all losses, claims, suits, demands, expenses, fees and/or actions of any kind arising out of the action or inaction of Child & Family Resources, Inc.

6. Reports/Monitoring

The Program Director or Associate Director, identified in the signature section of this Agreement, will monitor compliance on a monthly basis. The Contractor will provide the Director with periodic progress reports, as requested. The Contractor may also be required to provide oral or written report(s) regarding the status of the project, feedback on the project and/or the participants in the project as well as to comply with any required monitoring/evaluation activities, as follows:

Completion of monthly, quarterly and annual reports outlining service delivery and outcomes.

Confidential Information/Client Care

The Contractor must make reasonable efforts to maintain the confidentiality of information gained in connection with providing services described above, and as outlined in the Child & Family Resources, Inc. *Confidentiality and Release of Information Policy* (See attached.) Subcontractors agree to abide by all other Child & Family Resources, Inc. policies related to client care. (See attached policies.)

7. Termination

Child & Family Resources, Inc. may terminate this Agreement at any time upon written notice to the Contractor, if: (a) funding for the project is expended; (b) circumstances beyond the control of either party prevent the continuation of the Agreement; (c) the Contractor's performance does not comply with the Standard Terms and Conditions set forth in the operational contract between Child & Family Resources, Inc. and Cochise County First Things First Regional Partnership Council and Cochise County Health Department; (d) fails to perform the services described above; (e) the Contractor fails to adhere to any service, procedural, administrative, or legal requirement of this Agreement; or, (f) Contractor's services are deemed unsatisfactory by Child & Family Resources, Inc.

8. Conflict of Interest

The Contractor may not use the information or contacts gained through this Agreement for personal gain or to the detriment of Child & Family Resources, Inc. If Contractor does so, this Agreement may be terminated and Child & Family Resources, Inc. may seek legal recourse and remedies.

This Agreement may be cancelled if any person significantly uses the contacts developed through the project for personal financial gain.

9. Status of Contractor

The Contractor is an independent Contractor and not an employee of Child & Family Resources, Inc. The Contractor is solely responsible for all federal, state and local taxes. This Agreement shall not be construed to limit the Contractor's right to contract with other agencies simultaneously during the duration of this Agreement, or to provide services similar to those described in this Agreement in another setting. Child & Family Resources, Inc. and the Contractor may not bind the other, except for as herein provided or authorized in writing.

10. Disputes

In the event of a dispute under this Agreement, the parties agree to make a good faith attempt to resolve the dispute prior to taking formal action.

11. Discrimination

Subcontractors agree to comply with all relevant and applicable federal, state, and local laws, regulations and standards relating to discrimination in employment and all applicable Equal Opportunity and Affirmative Action requirements.

12. Federal Single Audit Act

In compliance with the Federal Single Audit Act, all Contractors in receipt of Federal funds from all sources totaling \$300,000 or more, must have an annual audit conducted in accordance with the audit and reporting standards as prescribed in OMB Circular A-133. A copy of the Audit Report, Management Letter and Auditor's Opinion must be submitted to Child & Family Resources, Inc. upon request.

13. Additional Terms of the Agreement

The Cochise Building Bright Futures Program Director will monitor compliance with this Agreement.

This Agreement may be executed in multiple parts.

CHILD & FAMILY RESOURCES, INC.

Executive Director

Signature

Date

Program Director

Signature

Date

CONTRACTOR

MARY GOMEZ
Name

Mary Gomez
Signature

7/20/11
Date

SUBCONTRACT AGREEMENT DETERMINATION

RE: Contractor Agreement to perform services for the First Things First Bright Futures project in the form of home visitations between Child & Family Resources and the Cochise County Health Department.

The attached Agreement, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 on behalf of Cochise County Health Department by the undersigned Deputy County Attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to each of the above-identified parties.

Approved as to form this 11th day of July, 2011.

EDWARD G. RHEINHEIMER
Cochise County Attorney

By: Terry Bannon
Terry Bannon
Deputy County Attorney